

AGREEMENT FOR ADVANCE REPLACEMENT HOUSING PAYMENT - CONDEMNATION CASES

STATE OF INDIANA,

Project: _____

COUNTY OF: _____

Parcel: _____ Code: _____

We, the undersigned affiants, being duly sworn, do hereby acknowledge and agree as follows:

Item 1. That the State of Indiana intends to acquire or has acquired certain real property owned by us, the address (or location) of which is: _____

_____ as same is located in _____ County, Indiana.

Item 2. That said acquisition of said real property is for highway purposes, and said real property is identified as parcel: _____ on project: _____ in the records of the Indiana Department of Transportation.

Item 3. That the amount of the State's offer of compensation for said real property is \$_____; that said amount has been offered to us in payment for said real property, and that we have not accepted said amount.

Item 4. That we have elected to have the value of said real property determined in a court of law pursuant to a condemnation proceeding under the eminent domain laws and that as of this date said value has not as yet been settled or determined in said court of law,

Item 5. That pursuant to the Federal Uniform Relocation Act of 1970 as amended in 1987 providing for monetary and other forms of assistance, according to certain terms and conditions, as specified in said act, and supplements thereto, the State of Indiana has determined that we are conditionally entitled to a federal aid Replacement Housing Payment in the conditional sum of \$_____ and we understand that said conditional sum has been computed on the basis of the amount set forth in Item 3 above, and that any amount awarded in the condemnation action for the said acquisition of said real property in excess of the amount in Item 3 above shall require a downward adjustment on the amount of said replacement housing payment which is equal to the amount of the excess, and a repayment of said adjusted amount to the State, provided, however, that said amount to be paid back shall not exceed the sum of (\$_____), which is the conditional replacement housing payment set forth in this Item 5 above. We understand that said conditional sum of money should not be used for purposes not related to replacement housing so long as said sum remains conditional and subject to said downward adjustment.

Now, therefore, we, the undersigned, hereby agree that the final amount of money awarded in said condemnation proceeding that is in excess' of the amount set forth in Item 3 above must be and shall be paid back by us to the State of Indiana provided, however, that said amount to be paid back shall not exceed the sum of (\$_____), which is the conditional replacement housing payment set forth in Item 5 above.

(over)

We hereby agree that the court, in connection with and at the conclusion of the subject condemnation action, may assume jurisdiction over this agreement and make a proper determination regarding the rights and interests of the parties hereto and thereby make a proper adjustment between the parties hereto based upon the adjustment procedure set out in Item 5 above, and, furthermore, the court may order that the adjusted amount determined to be repayable to the State pursuant to the terms and conditions of this agreement, as set forth in Item 5 above, shall be deducted from the amount of the final condemnation award found to be due and owing to this affiant and said deducted amount shall be credited to the State and shall satisfy the obligation of this affiant to make a repayment of the adjusted amount as determined under Item 3 above; the balance of the condemnation award due this affiant, remaining after the adjusted amount has been deducted and credited to the State, will then be available to said affiant, subject to any other rights or interests of the parties as determined by the court.

If for some reason, the court shall refuse to assume jurisdiction over this agreement and order the aforesaid adjustment, then this affiant hereby agrees to make said repayment, based on the aforementioned adjustment, to the State of Indiana within 10 days after the date of the court's final condemnation award determination.

Subject to the foregoing, we hereby accept on this date, State Warrant # _____, in the amount of \$ _____, dated _____, 20____ drawn by the Auditor of State payable to us, tendered by the undersigned Relocation Specialist of the Indiana Department of Transportation.

Signature of Relocation Specialist

Signature of Affiant

Date

Signature of Affiant

Address: _____

STATE OF INDIANA

COUNTY OF: _____

Before me, a Notary Public in and for _____ County, State of Indiana, personally appeared _____ who acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed and for the purposes stated therein.

My commission expires _____.

Notary Public